

# Bay Chemical Company Inc.

EXCLUSIVE DISTRIBUTOR OF LIQUID CALCIUM CHLORIDE AND EZ POUR CONCRETE ADDITIVES

MANUFACTURER OF ZINC SULPHATE

MEMBER OF AMERICAN CONCRETE INSTITUTE

4110 EAST 11th STREET  
TACOMA 22, WASHINGTON  
WA. 7-2275

May 3, 1963

2520 - ONTARIO AND BROADWAY  
SUITE 201  
VANCOUVER 10, B.C.

Kaiser Gypsum Company, Inc.  
5931 East Marginal Way  
Seattle, Washington

Attention: Mr. L. J. Hansen

Subject: Liquid Calcium Chloride Installation

Gentlemen:

This is a contract to install tanks and furnish Kaiser Gypsum with liquid Calcium Chloride.

The terms are as follows:

1. Bay Chemical Company, Inc. will guarantee an uninterrupted supply of pure Calcium Chloride in the proportion of four (4) pounds per gallon, unless the interruption in said supply is caused by conditions or parties over which Richard Camp and Bay Chemical Company, Inc. have no control.
2. This solution of Calcium Chloride will have the following specifications:

	<u>Weight percent</u>
Calcium chloride, 100%, $\text{CaCl}_2$ , minimum	36.00
Magnesium, as $\text{MgCl}_2$ , maximum	0.25
Alkali chlorides, as $\text{NaCl}$ , maximum	1.00
Other impurities, maximum	0.50
Water	balance

3. Bay Chemical Company, Inc. will furnish and install a 2000 gallon tank (plastic lined), pumps, plastic piping and any other equipment necessary to bring the material to the mixing tank. After a thirty (30) day trial, this contract will become effective. If the system does not prove to be satisfactory, Bay Chemical Company, Inc. will remove it at no cost to Kaiser Gypsum. I will lease you this equipment for one dollar (\$1.00) per year with no installation or removal charge. All equipment to remain the property of Richard Camp at all times. Kaiser Gypsum will hold Richard Camp and Bay Chemical Company, Inc. free of all claims while tank is on Kaiser Gypsum property. Richard Camp and Bay Chemical Company, Inc. will not hold Kaiser Gypsum responsible for damage or loss to said equipment due to circumstances beyond Kaiser Gypsum's control.

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4. Bay Chemical Company, Inc. will maintain, at no cost to Kaiser Gypsum, all the equipment installed by Bay Chemical Company, Inc. on Kaiser Gypsum property at all times. Kaiser Gypsum will notify Bay Chemical Company, Inc. of any defects as the equipment is guaranteed for one year to Bay Chemical Company, Inc.
5. This contract is for a three year period except that Bay Chemical Company, Inc. or Kaiser Gypsum has the privilege of cancellation if written notice is given thirty (30) days in advance.
6. The material will be supplied to the Kaiser Gypsum plant, 5931 East Marginal Way, Seattle, Washington, at a cost of sixteen cents (16¢) per gallon, f.o.b. your plant. The material will come from Hooker Chemical Company and is guaranteed to be as stated above. Hooker Company holds samples of each load for sixty (60) days after delivery date.
7. At the end of the three (3) year period, both parties to this contract will negotiate a new contract for another set period of time. Kaiser Gypsum may negotiate the outright purchase of said equipment at any time during the period of the contract.
8. Bay Chemical Company, Inc. term of payment is "net 10th of following month."
9. In case Bay Chemical Company, Inc. fails to deliver in a reasonable time, Kaiser Gypsum is free to order direct from either of two manufacturers (Reichhold Chemical, Inc. or Hooker Chemical Company). Any such action by Kaiser Gypsum will not affect the contract in any way.
10. Should Richard Camp sell the Bay Chemical Company, Inc. to a third party, such sale would be subject to all conditions of this contract.
11. All the above tanks are in and installed so the clauses above concerning the tanks are a repetition.

This contract accepted this 1st day of May 1963  
BAY CHEMICAL COMPANY, INC.  
By Richard Camp  
Title Pres

This contract accepted this 9th day of May 1963  
KAISER GYPSUM COMPANY  
By RD Rugg  
Title \_\_\_\_\_